DOA-3070 (R08/2003)		
s.16.75, Wis. Statutes	_	
BIDS MUST BE SEALED AND ADDRESSED TO:	Remove from Bidde	r list for this
commodity/service. (Return this page only.)		
AGENCY ADDRESS:	Bid envelope must be sealed and p	•
Crystal Baker	in lower corner with due date and R	•
Purchasing Manager	# 3008 DPH-CB. Late Bids will be	
Department of Health Services	MUST be date and time stamped by	
Division of Enterprise Services	purchasing office on or before the	
1 W. Wilson Street, Room 665	that the Bid is due. Bids dated and	time stamped
Madison, WI 53701-7850	in another office will be rejected. Re	•
REQUEST FOR BID	by the mail system does not constitu	
	Bid by the purchasing office. Any	
	inadvertently opened as a result	
	properly and clearly marked is subje	•
	Bids must be submitted separat	
	included with sample packages or of	
	openings are public unless otherw	
	Records will be available for public in	•
	issuance of the notice of intent to	
		hould contact
	person named below for an appoin	
	the Bid record. Bids shall be firm for	•
	for sixty (60) days from date of	
	unless otherwise noted. The attach	
	conditions apply to any subsequent a	award.
THIS IS NOT AN ORDER	Bids MUST be in this office no later	Public
	than	Opening_
	2:00 PM CT Friday, August 17,	
BIDDER (Name and Address)	2012	No Public
		Opening_
	Name (Contact for further information	n)
	Crystal Baker	
	Phone Da	ate
	608-266-6967 7/	13/12
	Quote Price and Delivery FOB	
 Desi	 cription	
The Division of Public Health (DPH) is seeking to co		
The Division of Fabric Hodian (DFFH) to deciding to de	ormation i mitor i apor oriotic ottock	
Payment Terms:	Delivery Time:	
	<u>.</u>	

State of Wisconsin

Stats. s. 16.75(3m)]. Under Wisconsin Minority Business Enterprises. Bidder of If you have questions concerning the concerning the Commerce, 5th Floor, 201 W. Washing	Statutes, a 5% promust be certified bertification process	y the Wisconsin s, contact the Wis	grante Depar sconsir	ed to CERTIFIED tment of Commerce. n Department of
		are a work center		
Stats. s. 16.752 employing persons with process should be addressed to the Wo 101 E. Wilson St., Madison, Wisconsin	ork Center Program	m, State Bureau		•
Wis. Stats. s. 16.754 directs the state to p			ıfacture	ed to the greatest
extent in the United States when all other				
were manufactured in whole or in substan				
component parts thereof were manufactur Yes No Unknown		substantial part ii	n the U	nited States.
In signing this Bid we also certify that we have not, either directly or indirectly, entered into any				
agreement or participated in any collusion or otherwise taken any action in restraint of free competition;				
that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that				
this Bid has been independently arrived at without collusion with any other Bidder, competitor or				
potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any				
other Bidder or competitor; that the above statement is accurate under penalty of perjury.				
We will comply with all terms, conditions and specifications required by the state in this Request for Bid				
and all terms of our Bid.				
Name of Authorized Company	Title		Phone	9()
Representative (Type or Print)			Fax	()
Signature of Above	Date	Federal Employ Identification No		Social Security No. if

State of Wisconsin Dept. of Health Services

Request for Bid

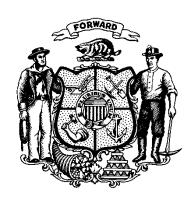
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REQUEST FOR BID

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STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES DIVISION OF PUBLIC HEALTH



RFB # 3008 DPH-CB

Printer Paper Check Stock

BIDS MUST BE RECEIVED BY: 2:00 PM CT Friday, August 17, 2012

LATE BIDS WILL BE REJECTED
FAXED BIDS WILL NOT BE ACCEPTED
THE STATE RESERVES RIGHT TO REJECT ANY AND ALL BIDS

6.0

Request for Bid

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Page 5 of 31 7 1.0 **GENERAL INFORMATION** 7 1.1 INTRODUCTION AND BACKGROUND 1.2 PROCUREMENT OBJECTIVE 7 1.3 **CURRENT OPERATIONS** 7 1.4 PROCURING AND CONTRACTING AGENCY 8 1.5 **DEFINITIONS** 8 1.6 CLARIFICATION AND/OR REVISIONS TO THE SPECIFICATIONS AND REQUIREMENTS 8 9 1.7 CONTRACT QUANTITIES / NEW OR DELETED ITEMS 1.8 REASONABLE ACCOMMODATIONS 9 1.9 CALENDAR OF EVENTS 10 1.10 CONTRACT TERM AND FUNDING 10 1.11 VENDORNET REGISTRATION 10 1.12 RETENTION OF RIGHTS 11 1.13 NUMBER OF CONTRACTS 11 2.0 PREPARING AND SUBMITTING A BID 11 2.1 GENERAL INSTRUCTIONS 11 2.2 **BID ORGANIZATION AND FORMAT** 13 2.3 MULTIPLE BIDS 14 2.4 WITHDRAWAL OF BIDS 14 3.0 BID REVIEW AND AWARD 14 3.1 VERIFICATION OF BID RESPONSIVENESS 14 3.2 REFERENCE CHECKS 15 RIGHT TO REJECT BIDS AND NEGOTIATE CONTRACT TERMS 3.4 16 3.5 NOTIFICATION OF INTENT TO AWARD 16 3.6 APPEALS PROCESS 16 3.7 COOPERATIVE PURCHASING 16 SPECIAL CONDITIONS OF BID 4.0 17 4.1 **PRODUCTION** 17 4.2 PREVIOUS JOB SAMPLE 17 4.3 **EVIDENCE OF QUALITY** 17 4.4 PRINTING & MATERIALS SECURITY 17 4.5 **OWNERSHIP** 17 4.6 SPECIFIC PROVISIONS 18 4.7 TERMINATION/CANCELLATION 18 5.0 **SPECIFICATIONS** 18 5.1 GENERAL 18 5.2 **QUALITY** 19 19 5.3 **QUANTITY** 5.4 UNERRUNS/OVERRUNS 19 5.5 SIZE: 19 PAGES: 20 5.6 5.7 PRODUCTION SCHEDULE 20 5.8 AGENCY WILL FURNISH: 20 5.9 TYPESETTING: 20 5.10 PRINTING PROCESS: 20 PAPER: 20 5.11 STORAGE: 21 5.12 5.13 PACKAGING: 21 5.14 FACILITY SECURITY FOR DURATION OF THE CONTRACT 22 5.15 **INVOICING:** 22 22 5.16 **ORDERING:** 5.17 23 **DELIVERY:** SHIPPING INSTRUCTIONS: 23 5.18

MANDATORY REQUIREMENTS - BIDDER RESPONSE WORKSHEET

tate of Wisconsin ept. of Health Services			Request for Bid	Date: 07/19/12 Page 6 of 31	
	7.0	BID SUBMITTAL WOR	KSHEET		30
	8.0	STANDARD AND SUPP	LEMENTAL TERMS & CONDITIONS		31
	8.1 8.2		CONDITIONS (DOA-3054) AND CONDITIONS (DOA-3681)		31 31
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1.0 GENERAL INFORMATION

1.1 Introduction and Background

The Department of Health Services, Division of Public Health is accepting bids to purchase MICR Paper Check Stock to be utilized by the Special Supplemental Nutrition Program for Women, Infants and Children (herein referred to as "WIC") at local project locations.

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The WIC program provides specific nutritious foods to pregnant, breastfeeding, and postpartum women, infants, and children to five years of age who are determined to be "at nutritional risk" by competent health professionals. The Wisconsin WIC Program serves approximately 125,000 participants per month through 71 local WIC projects serving all Wisconsin counties. The Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) provides funds to the Wisconsin Department of Health Services (DHS), for food benefits, nutrition services, and administration of the Program.

The DHS/DPH enters into agreements with local health and human service agencies to provide eligibility determination and nutrition education counseling to WIC participants, and to issue negotiable food instruments that are redeemable through authorized WIC vendors (retail grocers, pharmacies, and special vendors).

1.2 Procurement Objective

The Division is soliciting bids that demonstrate quality, cost effective approaches to print, store & distribute check stock.

1.3 Current Operations

The WIC Program currently uses Food Instrument (FI) (check) stock at local projects to issue benefits to participants. The checks/benefits are printed with Standard Register MICR printers. This Food Instrument stock requested for bid will need to be 8 ½" X 11" secure paper holding 3 checks per sheet with perforations so that the individual checks can be separated.

The WIC Program will use the current version of its pre-printed (pre-printed meaning that there is a background color, but no actual printing on the check stock). Bids must include the cost associated with the "physical" check stock, as well as costs to pre-print the stock to match the check layout that is currently used. An example of the proof of the WIC check stock is shown at the end of this bid.

Bids must also include the cost of shipping the stock to local agencies. It is estimated that the WIC Program will utilize (on average) approximately 480,000 individual checks per month (160 cartons, each containing 1000 pages of 3-up check stock).

Proposers must guarantee in writing that the FI stock (pre-printed) proposed will work with Lexmark/Standard Register MICR printers, and that the proposer will work with the

state's banking contractor and software vendor to assure approval of the check stock design before the contract is fulfilled. This will include design of the checks, guarantee of the readability of the MICR lines printed on the checks, and OCR recognition of the checks at the bank.

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1.4 Procuring and Contracting Agency

The Wisconsin Department of Health Services (DHS), Division of Public Health (DPH) issued this Request for Bid (RFB). The person responsible for managing the procurement process is Crystal Baker. Any contact with State employees concerning this RFB is prohibited, except as authorized by the procurement manager during the period from date of release of the RFB until the notice of intent to award is released.

The Wisconsin DHS, DPH will administer the contract resulting from this RFB. The contract administrator will be **Dan Cash**, or designee.

1.5 Definitions

Throughout the RFB, the following terms are used and are defined as:

- 1. **<u>Bidder</u>**: is defined as an entity responding to this RFB.
- 2. **Department / DHS**: is defined as the Wisconsin Department of Health Services.
- 3. **Division (DPH)**: is defined as the Division of Public Health.
- 4. **DOA:** is defined as the Department of Administration.
- 5. <u>HIPAA:</u> is defined as the Health Insurance Portability and Accountability Act of 1996.
- 6. **MBE:** is defined as Wisconsin Certified Minority Business Enterprise.
- 7. **RFB:** is defined as Request for Bid.
- 8. **State:** is defined as the State of Wisconsin.
- 9. <u>Subcontract:</u> A written agreement between the contractor and a subcontractor to provide services.
- 10. <u>Subcontractor:</u> A third party who contracts with the awarded contractor for the provision of services, which the contractor has contracted with the Department to perform.

1.6 Clarification and/or Revisions to the Specifications and Requirements

Any questions concerning this RFB must be submitted to Crystal Baker, Purchasing Manager at:

Crystal.Baker@dhs.wisconsin.gov

Questions must be submitted via email by 4:00 PM CT, Friday, August 3, 2012. All questions are to be submitted in **non-encrypted** format with the following subject line listed below:

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Subject Line: Question RFB 3008 DPH-CB – Company Name

Telephone questions will not be accepted. Any oral responses, information, dates, and/or technical assistance received by a prospective Bidder from the Department or Department staff shall not, in any manner whatsoever and whether before or after the release of this RFB, be binding on the State of Wisconsin, unless followed-up and explicitly confirmed and stated in writing by the State.

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be provided through the State VendorNet system.

Each Bid shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFB and any supplements or revisions thereof.

Any contact with State employees concerning this RFB is prohibited, except as authorized by the RFB manager during the period from date of release of the RFB until the notice of intent to award is released.

1.7 Contract Quantities / New or Deleted Items

The buying agencies do not guarantee to purchase any specific quantity of services. Bids that state the agencies must guarantee a specific quantity or dollar amount may be disqualified.

NEW OR DELETED ITEMS: The agencies reserve the right to add new related services to this contract based on changes in need or changes to standards unknown at the time of this bid. Qualified contractors will be asked to provide pricing for new related services and those prices will be amended to the contract. Contractor(s) prices must be comparable to current contract pricing for like services.

The contractor shall not have exclusive rights to provide all services covered under this contract during the term of the contract or any extension of the contract.

1.8 Reasonable Accommodations

DHS will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at any time during the RFB process, contact Crystal Baker at (608) 266-6967 or Crystal.Baker@dhs.wisconsin.gov.

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1.9 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFB. The actions with specific dates must be completed as indicated unless otherwise changed by DHS. In the event that DHS finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB and posting it to the State of Wisconsin purchasing and vendor notification website (VendorNet) at http://vendornet.state.wi.us. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
7/13/12	Date of issue of the RFB (Posted to VendorNet)
7/27/12	Deadline for Receipt of Questions
8/3/12 (estimated)	All Questions and Answers posted to VendorNet
8/17/12 2:00 PM CT	Bids due from vendors
8/24/12 (estimated)	Notification of intent to award sent to bidders
9/14/12 (estimated)	Contract Execution Date
10/1/12	Contract Start Date

1.10 Contract Term and Funding

The contract shall be effective October 1, 2012 and shall run for **24 months** from that date with an option by mutual agreement of the agency and contractor, to renew for two **(2)** additional one **(1)** year periods.

Firm Prices: Pricing must remain firm for the initial contract period of **2** years. Any proposed price increases after the initial contract period must be received in writing and approved by the Department 60 days prior to the beginning of the next contract period.

1.11 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state. Anyone may access VendorNet on the Internet at http://vendornet.state.wi.us to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the Bidder list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for Proposal in their designated

commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

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1.12 Retention of Rights

The State of Wisconsin retains the right to accept or reject any or all bids if it is deemed to be in the best interest of the State of Wisconsin.

If mutually agreed to by the contractor, and the State, the results of this solicitation may be used by other Wisconsin agencies and/or other states.

All bids become the property of DHS upon receipt. All rights, title and interest (including the right to exploit for the State's purposes) in all materials and ideas prepared by the Bidder for the Bid to DHS shall become the exclusive property of DHS and may be used by the State at its option.

1.13 Number of Contracts

It is the intention of the Department to award **one** (1) contract for the services required in this RFB. However, the contractor(s) shall not have exclusive rights to provide all services covered under the contract during the term of the contract(s) or any extension of the contract(s).

2.0 PREPARING AND SUBMITTING A BID

2.1 General Instructions

The selection of a contractor(s) will be based on the information submitted in the vendor's bid. Failure to respond to each of the requirements in the RFB may be the basis for rejecting a response.

Elaborate Bids (e.g., expensive artwork), beyond that sufficient to present a complete and effective Bid, are not necessary or desired.

The State of Wisconsin is not liable for any cost incurred by Bidders in replying to this RFB.

Bidders must submit bids in strict accordance with the requirements set forth in this section. All materials must be submitted to:

Crystal Baker
Purchasing Manager
Department of Health Services
Division of Enterprise Services
1 W. Wilson Street, Room 665
Madison, WI 53701-7850
(608) 266-6967

All materials must be received in the prescribed formats by 2:00 PM CT on Friday, August 17, 2012.

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Bids must be received in the above office by the specified date and time stated below. All Bids must be stamped as accepted by the Purchasing Manager or designee. Receipt of a Bid by the State mail system does not constitute receipt of a Bid by the Purchasing Office, for purposes of this RFB. No bids are allowed to be submitted by fax or email. Any such Bids will be rejected.

There are two components needed for complete submission of the Bid Response Package: Paper (Hard Copies) and Electronic. Technical Proposals must be typed and submitted on 8.5 by 11 inch paper bound securely; presented in 12-point Times New Roman Font. Both components are due to the address above by the stated date and time. The following submission requirements must be followed for each of the components:

Paper (Hard Copy) Bid Components

This component must contain the <u>original</u> and **three** (3) paper copies of the entire Bid Response Package (Section 2.2.2 Bid Organization and Format) including any proprietary information. The Cost Worksheet must not be included here nor may there be any mention of cost in this component. The Cost Worksheet will be submitted in electronic format only on Disc Three (see below).

Electronic Bid Components

In addition to the paper documents described above, the Bid Response Package must be submitted in non-password protected PDF format on reproducible CDs recorded and labeled as follows:

Disc One must contain the entire Bid Response Package <u>including</u> any proprietary information and have the following label affixed to the disc:

Bid Response Package – Proprietary Information Included WIC Check Stock Paper Name and Address of Bidder RFB 3008 DPH-CB

Disc Two must contain the entire Bid Response Package **excluding** the proprietary information reported on the Designation of Confidential and Proprietary Information form (DOA-3027). Note: The Department in responding to open records requests will release the information on this disc. It is the sole responsibility of the Bidder to ensure that there is no conflict between the Designation of Confidential and Proprietary Information form (DOA-3027) and the information provided on this disc. The following label must be affixed to the disc:

Bid Response Package – Proprietary Information Excluded WIC Check Stock Paper

Name and Address of Bidder RFB 3008 DPH-CB

Disc Three must contain the entire Bid Cost Worksheet in the format described in Section 6.0 The following label must be affixed to the disc:

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Bid Cost Package
WIC Check Stock Paper
Name and Address of Bidder
RFB 3008 DPH-CB

2.2 Bid Organization and Format

- 2.2.1 *Bid Response Package* must be submitted with the following information included:
 - 2.2.1.1 Bid Cover Page (Form DOA 3070)
 - 2.2.1.2 Table of Contents
 - 2.2.1.3 Vendor Information Sheet (DOA 3477)
 - 2.2.1.4 Transmittal Letter (Reference Section 2.2.2)
 - 2.2.1.5 Designation of Confidential and Proprietary Information (Form DOA 3027)
 - 2.2.1.6 Wisconsin Cooperative Purchasing (Form DOA 3333)
 - 2.2.1.7 Vendor Reference Sheet (Form DOA 3478)
 - 2.2.1.8 Bidder Response Worksheet Section 6.0
 - 2.2.1.9 Current and Complete List of Bidders Printing Equipment
 - 2.2.1.10 Samples of Bidders Work (3 different samples 8 ½" x 11")
 - 2.2.1.11 Completed Cost Sheet
 - 2.2.1.12 Appendices

All materials must be received in the prescribed formats at the prescribed address no later than 2:00 PM CT on Friday, August 17, 2012.

2.2.2 Transmittal Letter

A Transmittal Letter must accompany the RFB package. It must be on official business letterhead of the prime Bidder submitting the Bid, and must be signed in ink by an individual authorized to legally bind the Bidder.

The Transmittal Letter must stipulate the following:

- The Bidder is the prime Contractor and is a corporation or other legal organization;
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid;
- Bidder certifies they have not either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential

competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

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- A Statement of Qualifications that bidder is able to meet all the Mandatory Requirements in Sections 6.0 (Not to Exceed 1 Page)
- The Bid is valid for a minimum of six months from the Bid due date;
- The person signing this letter and all request for bid documents is authorized to make decisions on behalf of the Bidding organization and that the person has not participated, and will not participate, in any action contrary to the this statement;
- Assurance that the Bidder will agree to execute and fulfill a contract according to the conditions and terms specified in this RFB;
- That the Bid is predicated upon the requirements, terms, and conditions of this RFB, the posted Questions and Answers, all its attachments, and any supplements or revisions thereof;
- Bidder must provide a comprehensive list of past and current litigation.
 List must provide individual or company and, if possible, settlement
 amount. If no litigation issues, stipulate the same on a separate sheet of
 paper with a header Litigation History. Sanctions or convictions of fraud
 or falsifying records or other relevant legal action may be grounds for
 disqualification (Attached as an Appendix); and
- That an individual authorized to bind legally the Bidder has signed this Transmittal Letter.

2.3 Multiple Bids

Submission of multiple bids from a vendor is not permissible.

2.4 Withdrawal of Bids

Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw a Bid in writing at any time up to the Bid closing date and time or upon expiration of five (5) business days after the due date and time if received by the RFB Purchasing Manager. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the RFB Purchasing Manager at the address listed in Section 2.1 General Instructions. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

3.0 BID REVIEW AND AWARD

The Department's purchasing agent or designee will review each Bid Response Package and Statement of Bidder Qualifications to verify the Bidder meets the requirements specified in this RFB based on a pass or fail protocol. This determination is the sole responsibility of the Department.

3.1 Verification of Bid Responsiveness

Those Bidders whose *Statement of Bidder's Qualifications and/or Bid Response*Package does not conform to all of the requirements and specifications of this RFB may be disqualified. Disqualified Bidder's Cost Worksheet disc will not be opened.

3.1.1 The Department will review the *Statement of Bidder's Qualifications* and *Bid Response Package* for completeness, accuracy, and adequacy of information provided by the Bidder.

Failure to comply with the instructions or to respond with complete and accurate information may cause a bid to be deemed non-responsive, except in those cases where the Department exercises its right to waive minor irregularities and request compliance from the Bidder. The Department reserves the right to seek written clarification and/or documentation.

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3.2 Reference Checks

The vendor references listed on DOA Form 3478 may be contacted as part of the bid review process.

3.3 Method of Award

The award will be made to the lowest responsible bidder.

Lowest <u>responsible</u> bidder is defined in State regulations Adm. 6.01 as:

- "...the person or firm submitting the competitive bid with the lowest price that meets the specifications contained in the request for bids. In establishing the lowest responsible bidder, all of the following factors may be considered:
- The financial ability to provide the services required or to complete the contract;
- b) The skill, judgment, experience, and resources to complete the contract;
- c) The necessary facilities, staff, personnel, and equipment to complete the contract:
- d) The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;
- e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required, and;
- f) Any other factor determined to be relevant in assessing the bidder's ability to supply as required."

The State of Wisconsin is committed to the promotion of minority businesses in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The contracting agency is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further

this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

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3.4 Right to Reject Bids and Negotiate Contract Terms

The State reserves the right to reject any and all Bids. The State may negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder or upon unfavorable review of the bidder's references, the Department may negotiate a contract with the next highest scoring Bidder.

3.5 Notification of Intent to Award

All vendors who respond to this RFB will be notified via email of the State's intent to award the contract as a result of this RFB.

After notification of the intent to award is made and under the supervision of agency staff, copies of bids will be available for public inspection from 8:00 a.m. to 4:00 p.m. at One West Wilson Street, Room 665, Madison, Wisconsin. Vendors should schedule reviews with Crystal Baker (608) 266-6967.

3.6 Appeals Process

Notices of intent to protest the intent to award a contract must be made in writing to the Secretary of the Department of Health Services. Protestors must identify State Statute and Wisconsin Administrative Code provisions that are alleged to have been violated.

Any written notice of intent to protest the intent to award a contract must be filed with:

Dennis G. Smith, Secretary Department of Health Services One West Wilson Street PO Box 7850 Madison, WI 53701-7850

A notice of intent to protest must be received in the Secretary's Office no later than five (5) working days after the notices of intent to award are issued.

Any written protest must be received in the same office within ten (10) working days after the notice of intent to award is issued.

The decision of the Secretary of DHS may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance with a copy of such appeal filed with DHS. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

3.7 Cooperative Purchasing

Upon mutual agreement of both bidder and the Department the same pricing, terms, and conditions, resulting from this RFB may be extended to the entities as defined in Wisconsin's Cooperative Purchasing Service Vendor Agreement DOA-3333 (Reference Section 8.0 Required Forms).

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4.0 SPECIAL CONDITIONS OF BID

4.1 Production

All typesetting, printing, bindery work and packaging must be produced in one plant location for duration of this contract.

4.2 Previous Job Sample

Previous job sample will be supplied upon request of potential bidders. Samples of work showing the quality of printing expected on this contract will be sent along with a letter explaining what the samples pertain to.

4.3 Evidence of Quality

All bidders must supply samples of their work with the bid. All samples supplied by the bidder must have been produced on equipment located in the plant that will produce the check stock. The samples must include a minimum of three different forms in size 8 1/2" X 11" (portrait format). The total sample group must include EXCELLENT QUALITY colors showing perfect registration throughout and the latest technology in copy-void deterrence to reproduction on color copiers. Bids submitted without samples may be rejected.

Following award of the contract, the <u>approved</u> quality samples provided by the successful bidder will be used as the quality standard for this contract and as a measure for all work produced.

4.4 Printing & Materials Security

Contractor must provide upon completion of each print production run a signed statement, by an authorized representative of the contractor, certifying that all materials used have been properly and adequately secured during and between production cycles and that all waste and excess materials have been properly destroyed so as to insure against unauthorized use.

4.5 Ownership

All film negatives, positives, plates, typeset materials, embossing dies, proofs and copy prepared by the contractor shall become property of DHS. This material also cannot be used for reproduction for any private or public work without written authorization by designated authority of the Department of Health Services. At the end of the contract period, the contractor shall return all above listed materials to the State of Wisconsin DHS Purchasing Manager within 30 days of the end of the contract.

4.6 Specific Provisions

An indemnification requirement and liquidated damages, will be imposed both to assure adequate security and provide protection to the State of Wisconsin for any breaches of security. Contractor will be subject to liquidated damages in the amount of \$500 for each day contractor fails to comply with facility security requirements.

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If the printing is to be done in a plant not owned by the bidder, the bidder and production plant must have a written agreement that incorporates, at a minimum, the applicable requirements of this RFB, -Standard Terms and Conditions (DOA-3054) and Supplemental Terms and Conditions (DOA-3681). The subcontract must be approved by the Department prior to execution.

4.7 Termination/Cancellation

The contract may be terminated at any time by either party with the following limitations. The contractor must give the state at least 120 days written notice of termination and the state must give the contractor at least 60 days written notice of termination.

Failure of the contractor to produce materials according to the conditions of the contract and/or failure to meet specified delivery dates may result in one or more of the following:

- Rejection of the order with reprinting entirely at the contractor's expense;
- When time does not allow reprinting, assessment of liquidated damages
- Cancellation of contract.

5.0 SPECIFICATIONS

5.1 General

The Department of Health Services, Division of Public Health is accepting bids to purchase MICR Paper Check Stock to be utilized by the Special Supplemental Nutrition Program for Women, Infants and Children (herein referred to as "WIC") at local project locations.

The WIC program provides specific nutritious foods to pregnant, breastfeeding, and postpartum women, infants, and children to five years of age who are determined to be "at nutritional risk" by competent health professionals. The Wisconsin WIC Program serves approximately 125,000 participants per month through 71 local WIC projects serving all Wisconsin counties. The Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA) provides funds to the Wisconsin Department of Health Services (DHS), for food benefits, nutrition services, and administration of the Program.

The DHS/DPH enters into agreements with local health and human service agencies to provide eligibility determination and nutrition education counseling to WIC participants, and to issue negotiable food instruments that are redeemable through authorized WIC vendors (retail grocers, pharmacies, and special vendors).

The WIC Program currently uses Food Instrument (check) stock at local projects to issue benefits to participants. The checks/benefits are printed with Standard Register MICR printers. This Food Instrument stock requested for bid will need to be 8 ½" X 11" secure paper holding 3 checks per sheet with perforations so that the individual checks can be separated.

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The WIC Program will use the current version of its pre-printed (pre-printed meaning that there is a background color, but no actual printing on the check stock). Bids must include the cost associated with the "physical" check stock, as well as costs to pre-print the stock to match the check layout that is currently used. An example of the proof of the WIC check stock is shown at the end of this section.

Bids must also include the cost of shipping the stock to local agencies. It is estimated that the WIC Program will utilize (on average) approximately 480,000 individual checks per month (160 cartons, each containing 1000 pages of 3-up check stock).

Proposers must guarantee in writing that the FI stock (pre-printed) proposed will work with Lexmark/Standard Register MICR printers, and that the proposer will work with our banking contractor and software vendor to assure approval of the check stock design before the contract is fulfilled. This will include design of the checks, guarantee of the MICR lines printed on the checks, and OCR recognition of the checks at the bank.

All correspondence regarding this bid must refer to RFB <u>3008 DPH-CB</u>. After an award is made any correspondence, documents, price lists, etc., concerning this contract must include this bid number and must be sent to this office to be acknowledged.

5.2 Quality

Excellent quality including exact color match and exact register is required throughout the finished product. (Quality will be based on samples provided by the state and <u>approved</u> quality samples provided by the successful bidder.)

5.3 Quantity

Estimated quantities will range from 3.0 million to 5.0 million individual checks (or 1.0 million to 1.6 million pages of 8 ½" X 11" three up check stock) to be used in any one-year contract term.

5.4 Unerruns/Overruns

Underruns and overruns will not be accepted on this contract.

5.5 SIZE:

8 1/2" X 11"

5.6 PAGES:

One

5.7 PRODUCTION SCHEDULE

Proofs for typesetting to be received within 7 working days after receipt of job layout and purchase order. Delivery of printed material is to be made within 25 working days after approval of typesetting proofs.

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5.8 AGENCY WILL FURNISH:

Previous check stock sample will be furnished to bidders upon request.

5.9 TYPESETTING:

BASE FORM -- Charge should be included in the price sheet as part of the overall cost.

Forms must have white margin on all sides of 1/4" or less on all four sides.

Forms will be printed portrait -- 8 1/2" X 11"

Laser Proof required.

5.10 PRINTING PROCESS:

BASE FORM

All printing is to be done by the film lithographic process.

Color is to be printed in "Teal" PMS 808 or equivalent, screened at approximately 20%. Background ink color must match current check stock pattern exactly. Ink must be heat resistant and compatible with MICR printers. Ink must run uniformly (no mottling or light spots).

<u>Iridescent pantograph</u> –The pantograph design shall consist of multidirectional images virtually invisible to the naked eye and providing the latest technology in copy-void deterrence to reproduction on color copiers resulting in the appearance of the word "void" in multiple locations in the pantograph. Additionally, the pantograph drops out when processed through image processing systems thereby enabling archiving of critical data only and reduced data storage costs.

Laminated color proof required, this proof must match the color ink on press.

5.11 PAPER:

5.11.1 24# white Controlled Security Paper that incorporates security features, is manufactured under tightly controlled security conditions, and is unavailable for general sale to the public.

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- 5.11.2 Incorporated into the paper pulp at the mill will be chemical sensitization to the following 5 families of chemicals commonly used for chemical alteration so that attempts to alter will result in visible stains through the sheet chlorine bleach, polar solvents, non-polar solvents, acids and alkalis.
- 5.11.3 At a minimum, the face surface of the paper shall be fully coated or fully treated so that laser printed images will anchor securely to the paper fibers thereby deterring the mechanical removal of toner data via tape lifting, scraping, etc. This fusion agent must not retard or impede the chemical sensitization contained in the paper.
- 5.11.4 The 8 ½ " X 11" sheets will contain 3 (pre-printed) checks per sheet, with laser perforations between each check, so that checks can be easily separated after printing.
- 5.11.5 A true watermark must be present across the back of the paper stock.

NOTE: The current WIC check stock is Cascade's CheckSecur Platinum paper. It is the desire of the program to continue to use this same paper so that grocery store vendors may continue to identify WIC checks via the same watermarks and security threads currently present. The attached cost sheet for vendors must reflect use of the Cascade CheckSecur Platinum paper in the bid.

5.12 STORAGE:

The successful bidder will store/warehouse the preprinted check stock until an order is initiated by the requesting agency under the same security as printing listed in "Facility Security for Duration of Contract".

5.13 PACKAGING:

Printing check stock must be shipped in boxes containing 1000 sheets per box (3,000 checks per carton), carton sealed (explanation of carton seal follows).

5.13.1 CARTON SEAL Cartons are to be sealed top and bottom and, up to 4 inches down the sides, with a 2-ply security tape with a customer printed, ballpoint ink receptive, non-smear surface other band which, if removal is attempted, will result in the activation of a "blind" message indicating that an attempt to open the sealed carton has occurred.

The activation of the seal reveals the formerly "blind" message in two forms: 1) a permanent, residual solid type remaining on the carton, while (2) the back of the

outer band reveals the same message in open-face type. Once message activation has occurred the seals cannot be reassembled to hide intrusion. The outer band will be printed with a cautionary phrase plus an area for the date, signature and the sequential document numbers involved. The residual message shall be a notice of intrusion such as, "If seal is broken, tampering may have occurred."

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5.13.2 CARTON LABELING (apply to front of each carton) include:

5.13.2.1 Agency Order Number5.13.2.2 Agency mailing address

5.14 FACILITY SECURITY FOR DURATION OF THE CONTRACT

- 5.14.1 Employees have passed background clearances.5.14.2 All waste is shredded and each piece should be no wider than 3/8" inch and should be crimped.
- 5.14.3 Separate secured areas are utilized for pre-press, production, warehousing and shipping.
- 5.14.4 External access to the facility and internal access to secured areas can only be accomplished by authorized persons with swipe cards and individual PIN's.

5.15 INVOICING:

Printer will invoice the State of Wisconsin WIC Program. The invoice must be itemized to include all applicable costs (i.e. forms cost, shipping costs, storage costs).

Invoices for paper orders to the State will occur after the print job is finished. An invoice for shipping and storage of check stock will be made on a monthly basis from the vendor. Separate data sheets will detail the number of boxes released (shipped) to each WIC Project location, as well as the dollar amount for shipping each order. It will also include the number of boxes remaining in the warehouse and the storage charge (if applicable) for the remaining boxes. **One Single** invoice will be made to the State on a monthly basis incorporating these charges.

5.16 ORDERING:

Vendor must provide a method for ordering check stock that allows users to request the check stock on an as-needed basis directly from the vendor. This will include at a minimum fax, e-mail, and standard mail. Shipment must be made to the requesting location within 5-7 business- days of request receipt. The vendor must have a system in place that will capture and provide data to the State WIC Office necessary to effectively manage the program including but not limited to: stock ordered in aggregate and by project, warehousing and distribution and financial systems.

Vendors are urged, but not required, to have a secure Internet site with role-based security in place for local and State Office personnel to facilitate ordering, shipment tracking, quantity tracking information, and costs.

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Via separate attachment to the Bid, please describe any additional ordering methods by which local agencies and the State WIC Office will be able to request/order/track form shipments (e.g., web based).

5.17 DELIVERY:

Individual projects will request check-stock on an as needed basis from the vendor.

5.18 SHIPPING INSTRUCTIONS:

Paper will be delivered to each local agency throughout the State of Wisconsin upon request by each individual agency. Shipping to these agencies is the responsibility of the successful bidder. A list of clinic locations and addresses for shipping can be found at:

http://www.dhs.wisconsin.gov/wic/localproject/localprojects.htm

Example proof of Current WIC Check Stock - See Attachment

6.0 MANDATORY REQUIREMENTS - BIDDER RESPONSE WORKSHEET

To be eligible for a contract award, bidder must certify their ability to meet all the MANDATORY REQUIREMENTS as specified below (Reference Transmittal Letter Section 2.2.2). Failure of Bidder to demonstrate ability to comply with the Mandatory Requirements and establish itself as a responsible bidder as defined in Section 3.3 will result in exclusion from further consideration. A reaffirmation of the requirements in the written statements required in Sections 4.1- 4.7 does not constitute the establishment of a responsible bidder as described in Section 3.3. This determination is at the sole discretion of the Department and by submitting a bid for this RFB the bidder agrees to these terms.

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The Mandatory Requirements apply to all bidders. Additional requirements may apply upon contract execution, specific to the services being provided. By checking *YES* bidder is agreeing to the terms and conditions of the requirement whether actual or implied after the execution of a contract.

The following requirements are the minimum specifications of the service(s) required. A *NO* answer to any questions below shall be the basis for elimination from consideration. However, if no bidder is able to comply with a given specification, condition of bid or provide a specific item, the state reserves the right to delete that specification, condition of bid or item.

The awarded bidder must perform the required work in accordance with all federal, state, and local rules and regulations.

Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without written approval from the Department prior to execution. **Reference Section 4.7 Contract Requirements.**

6.1 Requested Service - Specifications

The bidder must provide:

YES NO

Excellent quality including exact color match and exact register is required throughout the finished product. (Quality will be based on samples provided by the state and approved quality samples provided by the successful bidder.)

YES NO

Estimated quantities will range from 5.0 million to 6.0 million individual checks (or 1.6 million to 2.0 million pages of 8 ½" X 11" three up check stock) to be used in any one-year contract term.

within 25 working days after approval of typesetting proofs.

Proofs for typesetting to be received within 7 workdays after receipt of job layout and purchase order. Delivery of printed material is to be made

6.2

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YES	NO	
		BASE FORM Charge should be included in the price sheet as part of the overall cost.
		Forms must have white margin on all sides of 1/4" or less on all four sides.
		Forms will be printed portrait 8 1/2" X 11"
		Laser Proof required.
YES	NO	BASE FORM
		All printing is to be done by the film lithographic process.
		Color is to be printed in "Teal" PMS 808 or equivalent, screened at approximately 20%. Background ink color must match current check stock pattern exactly. Ink must be heat resistant and compatible with MICR printers. Ink must run uniformly (no mottling or light spots).
		<u>Iridescent pantograph</u> —The pantograph design shall consist of multidirectional images virtually invisible to the naked eye and providing the latest technology in copy-void deterrence to reproduction on color copiers resulting in the appearance of the word "void" in multiple locations in the pantograph. Additionally, the pantograph drops out when processed through image processing systems thereby enabling archiving of critical data only and reduced data storage costs.
		Laminated color proof required, this proof must match the color ink on press.
		Service – Paper nust provide:
YES	NO	24# white Controlled Security Paper that incorporates security features, is manufactured under tightly controlled security conditions, and is unavailable for general sale to the public.
YES	NO	Incorporated into the paper pulp at the mill will be chemical sensitization to the following 5 families of chemicals commonly used for chemical alteration so that attempts to alter will result in visible stains through the sheet – chlorine bleach, polar solvents, non-polar solvents, acids and alkalis.
YES	NO	

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	At a minimum, the face surface of the paper treated so that laser printed images will anch fibers thereby deterring the mechanical remolifting, scraping, etc. This fusion agent must chemical sensitization contained in the paper	nor securely to the paper oval of toner data via tape not retard or impede the
YES NO	The 8 ½ " X 11" sheets will contain 3 (pre-pr laser perforations between each check, so the separated after printing.	•
YES NO	A true watermark will must be present acros	s the back of the paper stock.
YES NO	The current WIC check stock is Cascade' It is the desire of the program to continue grocery store vendors may continue to id watermarks and security threads current sheet for vendors must reflect use of the paper in the bid.	e to use this same paper so that dentify WIC checks via the same ly present. The attached cost
6.3 Requeste The bidde	d Service – Storage & Packaging must:	
YES NO	Store/warehouse the preprinted check stock requesting agency under the same security Security for Duration of Contract".	•
YES NO	Check stock must be shipped in boxes cobox (3,000 checks per carton), carton seaseal follows).	
	CARTON SEAL Cartons are to be seal to 4 inches down the sides, with a 2-ply s customer printed, ballpoint ink receptive, band which, if removal is attempted, will "blind" message indicating that an attem has occurred.	, non-smear surface other result in the activation of a
	The activation of the seal reveals the former forms: 1) a permanent, residual solid type re (2) the back of the outer band reveals the satype. Once message activation has occurre	emaining on the carton, while ame message in open-face

reassembled to hide intrusion. The outer band will be printed with a cautionary phrase plus an area for the date, signature and the sequential

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			document numbers involved. The residual message shall be a notice of intrusion such as, "If seal is broken, tampering may have occurred."
	YES	NO	CARTON LABELING (apply to front of each carton) include:
			 Agency Order Number Agency mailing address
6.4	•		Service – FACILITY SECURITY FOR DURATION OF THE CONTRACT nust provide:
	YES	NO	Employees have passed background clearances.
	YES	NO	All waste is shredded and each piece should be no wider than 3/8" inch and should be crimped.
	YES	NO	Separate secured areas are utilized for pre-press, production, warehousing and shipping.
	YES	NO	External access to the facility and internal access to secured areas can only be accomplished by authorized persons with swipe cards and individual PIN's.
6.5		ested S	Service - Invoicing nust:
	YES	NO	Invoice the State of Wisconsin WIC Program. The invoice must be itemized to include all applicable costs (i.e. forms cost, shipping costs, storage costs).
			Invoices for paper orders to the State will occur after the print job is finished. An invoice for shipping and storage of check stock will be made on a monthly basis from the vendor. Separate data sheets will detail the number of boxes released (shipped) to each WIC Project location, as well as the dollar amount for shipping each order. It will also include the number of boxes remaining in the warehouse and the storage charge (if applicable) for the remaining boxes. One Single invoice will be made to the State on a monthly basis incorporating these charges.

Requested Service – Ordering The bidder must: 6.6

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YES NO		NO	Provide a method for ordering check stock that allows check stock on an as-needed basis directly from the include at a minimum fax, e-mail, and standard mail. made to the requesting location within 5-7 business-receipt. The vendor must have a system in place tha provide data to the State WIC Office necessary to effer program including but not limited to: stock ordered in project, warehousing and distribution and financial system.	vendor. This will Shipment must be days of request t will capture and ectively manage the aggregate and by stems.
			role-based security in place for local and State Office facilitate ordering, shipment tracking, quantity tracking costs.	•
			Via separate attachment to the Bid, please described ordering methods by which local agencies and the will be able to request/order/track form shipments	e State WIC Office
6.7	.7 Requested Service – Ordering The bidder must provide:			
	YES	NO	Individual projects will request check-stock on an as a vendor.	needed basis from the
	YES	NO	Paper will be delivered to each local agency throughoupon request by each individual agency. Shipping to responsibility of the successful bidder	
8.6	AUTI	HORIZE	ED REPRESENTATIVE	
	YES NO The person signing below as Bidder is the official agency representative authorized to commit bidder to the terms of this RFB.		•	
			Bidder's Signature	 Date
			Diddel 9 Signature	Dale

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7.0 BID SUBMITTAL WORKSHEET

Instructions: Insert the name of the bidder below:

Bidder's Signature

The total bid price must represent an all-inclusive bid for all costs associated with this contract and all costs to perform the requirements enumerated in the RFB.

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Please provide your cost for check stock (3 check	cks per sheet) below.
Please provide a sample of the stock containing design with your bid.	a "mock-up" of current Wisconsin WIC check
The Total Bid Price represents the official bid	d amount for this RFB.
 A. Preprinted Check Stock Cost per 1000 Sheets (3 checks per sheet) Use the total quantity specified in item 5.3 to calculate cost. 	\$
 Price to be inclusive of all transport costs (i.e. any costs to deliver stock from the mill to the warehouse where it will be shipped to WIC projects must be included in the per box cost). 	
B. Shipping Cost per (1000 sheets/3000	
checks) Box	\$
 (To any of the 91 locations throughout the State of WI) 	
C. Storage Cost (per box/per month)Minimum stock level will be approximately 300 boxes.	\$
D. Typesetting charge (one time cost)	\$
TOTAL Bid Price (A + B + C + D)	\$

NOTE: No other costs, including but not limited to other direct, indirect, allocated, travel, or incidental expenses may be proposed or charged to the ensuing contract. Bid must be inclusive of all costs associated with performance of contract requirements and fulfillment of contract deliverables.

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8.0 STANDARD AND SUPPLEMENTAL TERMS & CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any bid submitted responding to this RFB, Standard Terms, Conditions (DOA-3054), Supplemental Standard Terms and Conditions (DOA-3681) for Procurements for Services. Failure of the successful Bidder to accept these obligations in a contractual agreement may result in cancellation of the award.

- 8.1 Standard Terms and Conditions (DOA-3054)
- 8.2 Supplemental Terms and Conditions (DOA-3681)

9.0 REQUIRED FORMS

The following forms must be completed and submitted with the Bid in accordance with Section 2.2.

- 9.1 Designation of Confidential and Proprietary Information (DOA-3027)
- 9.2 Wisconsin Cooperative Purchasing (DOA-3333)
- 9.3 Vendor Information (DOA-3477)
- 9.4 Vendor Reference (DOA-3478